

Certificate of Notice Page 1 of 4
United States Bankruptcy Court
Eastern District of Pennsylvania

In re: Dewey Denby Debtor Case No. 19-10319-elf Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: Stacey Page 1 of 1 Date Rcvd: Jun 28, 2019 Form ID: pdf900 Total Noticed: 7

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 30, 2019.

db +Dewey Denby, 5018 N 10th Street, Philadelphia, PA 19141-3904

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. smg E-mail/Text: megan.harper@phila.gov Jun 29 2019 03:21:12 City of Philadelphia,

City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor,

Philadelphia, PA 19102-1595 smg E-mail/Text: RVSVCBICNOTICE1@state.pa.us Jun 29 2019 03:20:29

Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946,

Harrisburg, PA 17128-0946

smg +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Jun 29 2019 03:20:56 U.S. Attorney Office, c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404

cr +E-mail/PDF: acg.acg.ebn@americaninfosource.com Jun 29 2019 03:22:41

Capital One Auto Finance, a division of Capital On, 4515 N Santa Fe Ave. Dept. APS,

Oklahoma City, OK 73118-7901

cr E-mail/PDF: cbp@onemainfinancial.com Jun 29 2019 03:22:40 OneMain Financial Group LLC,

PO Box 3251, Evansville, IN 47731-3251

cr +E-mail/PDF: gecsedi@recoverycorp.com Jun 29 2019 03:21:58 Synchrony Bank,

c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 6

**** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 30, 2019 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 28, 2019 at the address(es) listed below:

DAVID M. OFFEN on behalf of Debtor Dewey Denby dmol60west@gmail.com,

davidoffenecf@gmail.com;offendr83598@notify.bestcase.com

KEVIN G. MCDONALD on behalf of Creditor Nationstar Mortgage LLC d/b/a Mr. Cooper

bkgroup@kmllawgroup.com

KEVIN S. FRANKEL on behalf of Creditor Nationstar Mortgage LLC d/b/a Mr. Cooper pa-bk@logs.com PETER E. MELTZER on behalf of Creditor OneMain Financial Group LLC bankruptcy@wglaw.com,

ibernatski@wglaw.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. on behalf of Trustee WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com,

philaecf@gmail.com

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 7

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Stip affects plan confirmation 7/16/2019

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Dewey Denby

Debtor

Nationstar Mortgage LLC d/b/a Mr. Cooper

Movant

vs.

No. 19-10319 ELF

Dewey Denby

Debtor

Sharon Denby

11 U.S.C. Sections 362 and 1301

Co-Debtor

William C. Miller Esq.

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$4,408.80, which breaks down as follows;

Post-Petition Payments:

April 2019 to June 2019 at \$1,306.36 per month

Suspense Balance:

\$541.28

Fees & Costs Relating to Motion:

\$1,031.00

Total Post-Petition Arrears

\$4,408.80

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$4,408.80.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$4,408.80 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due July 1, 2019 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,306.36 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

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- 4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
- 5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).
- 6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date: June 21, 2019

By: \(\frac{\slips \text{Kevin G. McDonald, Esquire}}{\text{Attorney for Movant}} \)

Date: \(\text{David M. Offen, Esquire} \)

Attorney for Debtors

te: William C. Miller, Es

William C. Miller, Esquire Chapter 13 Trustee

NO OBJECTION
*without prejudice to any
trustee rights and remedies.

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ORDER

Approved by the Court this 28th day of	June	, 2019.	However, the court
retains discretion regarding entry of any further	er order.		
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Bankruptcy Judge Eric L. Frank